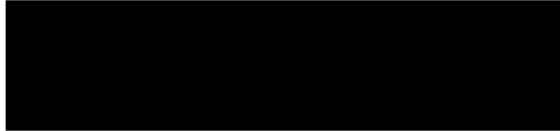


LETTER CONTRACT NO. ES-4801

SAPC - 16502
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Gentlemen:

1. Introduction

An order is hereby placed with the Institute for performing for the Government the work as set forth in Exhibit "A" which is attached hereto and hereby made a part hereof.

2. Direction to Proceed

Except as otherwise expressly provided to the contrary herein, the Institute is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the performance of the work called for herein, and to pursue such work with all diligence to the end that the work will be accomplished.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulations in effect on the date hereof and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

7-203.1 (Definitions); 7-203.3 (Limitation of Cost); 7-203.4 (Allowable Cost, Fixed Fee and Payment); 7-203.5 (Inspection); 7-203.7 (Records); 7-203.8 (Subcontracts); 7-203.9 (Utilization of Small-Business Concerns); 7-203.10 (Termination); 7-203.11 (Excusable Delays); 7-203.12 (Disputes); 7-203.24 (Notice and Assistance Regarding Patent Infringement); 7-203.14 (Buy American Act); 7-203.15 (Convict Labor); 7-203.16 (Eight-Hour Law of 1912); 7-203.18 (Nondiscrimination in Employment); 7-203.19 (Officials Not to Benefit); 7-203.20 (Covenant Against Contingent Fees); 7-204.7 (Patent Rights); 7-203.21 (Government Property); 7-203.22 (Insurance Liability to Third Persons); 7-203.23 (Authorization and Consent); 9-112 (Reproduction and Use of Technical Data); 7-204.3 (Employment of Aliens);

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7-204.6 (Filing of Patent Applications); 7-204.8 (Reporting of Royalties); 7-204.9 (Copyrights); 7-204.12 (Military Security Requirements); 7-203.17 (Walsh-Healey Public Contracts Act); 7-204.14 (Gratuities) .

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Institute, or in time of performance required by such clauses, shall be made either at the time of settlement of the Institute's termination claim or shall be taken into account at the time of execution of the definitive contract contemplated herein.

4. Provision for Definitizing Contract:

By the Institute's acceptance hereof, it undertakes, without delay to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in contracts for work of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 15 August 1957 and will be either a cost-reimbursement or a fixed-price with provisions for price redetermination type of contract. In the event the parties hereto agree upon the latter type of definitive contract, the clauses appropriate thereto and set forth in Part I, Section VII, of the Armed Services Procurement Regulations will be incorporated therein in lieu of the clauses stated in Paragraph 3(a) above.

5. Authority to Obligate Funds, and Subcontracts:

The Institute is not authorized to expend or obligate, in furtherance of its performance hereunder, more than \$75,000.00 in the aggregate. No contract, regardless of the amount thereof, shall be made by the Institute with any other party for furnishing any of the completed or substantially completed work herein called for, without the written approval of the Contracting Officer as to sources.

6. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by parties hereto:

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(a) In reference ASPR clause 7-203.7 (Records), delete the words "Comptroller General of the United States" and substitute in lieu thereof "comptroller of the contracting Government Agency or his authorized representative".

(b) In reference ASPR clause 7-204.7 (Patent Rights), the wording is amended to provide that the Institute agrees to and does grant to the Government all right, title and interest in and to each Subject Invention with no nonexclusive and royalty-free license to the Institute to practice any such invention.

(c) In reference ASPR clause 7-204.9 (Copyrights), the wording in (a)(1) is amended to provide that the Institute agrees to and does grant to the Government all right, title and interest in and to all copyrightable material with no royalty-free, nonexclusive and irrevocable license to the Institute to reproduce, translate, publish, use, and dispose of, all copyrightable material first produced or composed and delivered to the Government under this Contract by the Institute.

7. The Institute's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copies to the Contracting Officer not later than 30 June 1957. Such acceptance will constitute this order a contract on the terms set forth herein.

THE UNITED STATES OF AMERICA

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BY

Contracting Officer

ACCEPTED

24 June 1957

By

Title

*Subject to the reservations L.M.L.
specified in our letter to you
dated June 24, 1957.

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